

**SERIAL 00100 – X BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND
ACCESSORIES**

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CONTRACT PERIOD THROUGH SEPTEMBER 30, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND
ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 20, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ag
Attach

Copy to: Clerk of the Board
 Gidget Beltran, Equipment Services
 Monica Mendoza, Materials Management

BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND ACCESSORIES

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a two- (2) year pricing agreement with boat and watercraft dealers/distributors for new or after-market, equipment, engines, parts, supplies and accessories required by Equipment Services Department to perform repairs and preventative maintenance. **All parts shall be U.S. Coast Guard approved.** Bidders shall indicate capabilities for repair and replacement of boat propellers, aluminum skaggs and outdrives. The County currently has in place the following equipment; Outboard Marine Corporation (OMC), Mercury, MerCruiser, Johnson, Evinrude, Yamaha; PWC-Seadoo, Yamaha and Polaris, but this procurement effort is not limited to those listed. **This IFB is not intended for one- (1) vendor to provide total coverage of our requirements.** The County reserves the right to award in whole or in part, by item, group of items, or by section where such action serves the County's best interest. Multiple awards may be made. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Deliveries are to be made to the Equipment Services Agency 3325 West Durango Street, Phoenix, 85009. Purchases are authorized by purchase order or purchase credit card only.

Maricopa County Equipment Services records indicate expenditures of approximately \$75,000.00 during the last 12 months. Parts and Service required for the next two years will depend upon the number of pieces of equipment in use, and other relevant factors. This IFB may be utilized by other County agencies, in addition to Equipment Services. Expenditure history expressed, is for Equipment Services only, and may be much greater in actuality.

2.0 SPECIAL TERMS & CONDITIONS:

2.1 PRICING SECTION:

In addition to this IFB, blanket discounts is required for related items as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

The bidders are instructed to list all stock merchandise, product lines and service available to Maricopa County Equipment Services. Bidder(s) shall be distributors or wholesalers of the manufacturer(s) product lines, which they offer, in the pricing section and stock replacement parts. If a section does not apply the bidder shall indicate by stating "non-applicable".

2.2 CATALOG/PRICE LISTING PRICING:

Material to be purchased against this contract covers a wide variety of replacement parts, supplies and components. Bidders shall submit, with their bid response the manufacturer's price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog 3.5 diskettes, or CD-ROM. Bidders are strongly encouraged to offer discount pricing for items identified in this IFB and for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. **Additional pricing is a mandatory requirement of this IFB** sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.3 SERVICE AND REPAIR:

Bidders may be required to provide their expertise in repairs to eliminate down time on equipment or when it is above and beyond Equipment Services ability. The Contractors must be aware of the urgency in completing all repairs in a timely manner due to the Sheriff's Lake Patrol and Parks Recreation need to have equipment operational for public safety. Bidder(s) shall indicate method of labor rates or flat rates for repairs done at the County locations or bidder(s) facility of operation. Bidder(s) shall include all charges and fees in the bid price (i.e., service calls, field service, mileage, travel, etc.). Bidder(s) shall include labor rates for out of scope service not listed in this solicitation and emergency service. Include business hours, shifts and define overtime (if applicable). Overtime is not allowed, unless authorized by Maricopa County. Rework will be done at no charge to the Maricopa County using agency.

2.4 DELIVERY/RESPONSE TIME:

It shall be the Contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination on normal shipments. If the part(s) is a normal stock item, it is the responsibility of the Contractor to pay for freight (overnight, airfreight, UPS direct, etc). EXCEPTIONS ON PRIORITY DELIVERIES FOR SPECIAL ORDER OR NON-STOCK PART (S) ARE ACCEPTABLE WITH THE APPROVAL FROM EQUIPMENT SERVICES PARTS DEPARTMENT AUTHORIZED EMPLOYEE (S). Deliveries shall be made within two (2) hours from notification of order. Exceptions are made when site is more than two (2) hours in distance (travel time) from Contractor(s) facility or the supplier is out of state. Contractor(s) shall notify Equipment Services of all delays for parts and/or services. Response time shall be within four (4) hours from notification and activity performing within 24 hours. Deliveries can be made to the Equipment Services Parts Room, 3325 W. Durango St, from 6:00 a.m. to 6:00 p.m.

2.5 STOCK LIFTS:

The County reserves the right to have Contractor(s) lift current stock (if any) and replace with primary stocked brand (brand bid). "Re-boxing" may be allowed, at the County's option.

2.6 RETURN POLICY:

The bidders shall state their return policy, time limitations or restocking charge (if any) for such returns. Parts will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the vendors return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking shall be on a separate line.

2.7 INVENTORY ADJUSTMENTS:

The County reserves the right to inventory adjustments for non-moving item(s) and/or seasonal item(s). An inventory review shall be performed in six- (6) month intervals. The County and Contractor(s) shall schedule a mutually agreeable time to complete all inventory adjustments. The Contractor(s) may notify the County prior to six- (6) months.

2.8 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this IFB, is not acceptable on an "exception" basis, the Using Agency shall contact the successful bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

2.9 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.10 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.11 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information:

Equipment Services
Accounts Payable
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. If problems occur with other County agencies the successful bidder shall contact the using agency. All invoices shall indicate the following:

1. Contract Serial Number
2. County purchase order number
3. Equipment number (if applicable)
4. Invoice number
5. Quantity
6. Part Number
7. Description
8. Pricing per unit
9. Percent % of discount
10. Payment terms
11. Hourly of flat rate w/total hours (if applicable)
12. Total
13. *Freight (if applicable)
14. Sales tax on parts only (include tax rate)
15. Provide two (2) legible copies of the invoice.
16. The invoice shall be dated and signed (print full name) by the County employee receiving the parts(s).

PACKING SLIPS SHALL CONTAIN THE ABOVE INFORMATION WITH THE EXCEPTION OF NUMBER 3 AND 11.

***Freight:** If freight is applied due to special orders or non-stock part(s) the Contractor shall indicate on the invoice(s) the following requirements: 1) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s) and 2) Print full name of the using agency employee authorizing this method of delivery

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. **SUBMIT A SAMPLE OF YOUR INVOICE PROVIDING GENERIC INFORMATION.** This is for our accounts payable department.

2.12 ADDITIONAL CHARGES/FEES:

Maricopa County shall not be responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the bid price.

2.13 VENDOR LOCATIONS/PARTICIPATION:

Bidders shall indicate all locations willing to honor this contract. Contractors responding to this Call for Bids shall indicate "working" facility within the Phoenix Metropolitan area. Please indicate the addresses, phone numbers and contacts for these additional locations when submitting this Call for Bids. If Contractor(s) is out of state provide information as to the Contractor(s) that are authorized to perform warranty work on complete engines and other related equipment

2.14 WARRANTY:

The minimum warranty period shall be 90 days on parts and labor or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification. Transportation cost for warranty repairs will be the responsibility of the Contractor(s).

2.15 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

2.16 BRAND NAMES:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

2.17 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have ownership of a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

2.18 PRODUCT DISCONTINUANCE:

The County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item.

In the event that a product and/or model is discontinued by the manufacturer shall request permission to substitute a new product or model and provide the following:

- 2.18.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.18.2 Documentation that names the replacement product or model.
- 2.18.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 2.18.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.18.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.19 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

2.20 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.21 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications will be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to these contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to not such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid/proposal.

2.22 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

2.23 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

2.24 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.0 CONTRACT TERMS AND CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) years period.

3.2 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

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It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

3.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

3.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

3.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and

premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

3.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of Subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.12 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

3.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.14 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

3.16 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

3.17 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.22 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

3.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

3.24 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

3.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.26 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

3.26.1 Cancel the Contract, if it is currently in effect.

3.26.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that

3.27 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.28 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.29 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

NAPA AUTO PARTS, 2811 W THOMAS ROAD, PHOENIX, AZ 85017

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

SPECIAL SHIPPING/HANDLING:

1 TO _5_ DAYS: ADD _0_ %, OR STANDARD UPS CHARGES BY LBS.

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN. ☒ YES ☐ NO

I. PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND ACCESSORIES, in accordance with attached specifications.

*Items listed below are for pricing comparison reasons, not specific award.
All prices stated below shall be in full agreement with catalog/price listing offered.*

<u>*DESCRIPTION</u>	<u>PART #</u>	<u>PRICE/EA.</u>
6. IMPELLER REPAIR KIT (SIERRA #18-3212)	<u>18-3212</u>	<u>\$ 16.57</u>
7. SMALL BLOCK 350 CHEVY REMAN. STARTER (SIERRA #18-5905)	<u>18-5905</u>	<u>\$124.99</u>
8. TRIM AND TILT MOTOR (SIERRA #18-6764)	<u>18-6764</u>	<u>\$190.23</u>
9. POWER HEAD GASKET SET (SIERRA #18-4323)	<u>18-4323</u>	<u>\$ 74.94</u>
10. GEAR SET (SIERRA #18-2214)	<u>18-2214</u>	<u>\$384.01</u>

BLANKET PRICING: Bidder(s) shall submit with their bid response manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE</u>			<u>PRICE COLUMN</u>	<u>ADDITIONAL</u>
<u>CATALOG DESIGNATION</u>	<u>NEW?</u>	<u>DATE</u>	<u>TO BE USED</u>	<u>DISCOUNT</u>
OTHER MANUFACTURERS:	<u>SIERRA</u>	<u>7/12/00</u>	<u>YOUR PRICE</u>	
<i>(bidder to list each offered)</i>				

Labor Rate or Flat Rate (vendor facility): \$ 60.00 /hr./flat

NAPA AUTO PARTS, 2811 W THOMAS ROAD, PHOENIX, AZ 85017

Business hours: ____ 7 am ____ to ____ 9 pm ____ Indicate hours of delivery: ____ 7 am ____ to ____ 9 pm ____

Overtime (define): N/A

Number of deliveries per day: UNLIMITED

Minimum order for delivery
(if any): NONE

Additional services offered
(define): MACHINE SHOP SERVICES AVAILABLE AT OUR FACILITY.

Warranty: (explain, 90 days
min.): REFER TO MANUFACTURERS WARRANTY

Return Parts Policy: (explain
all terms, conditions, fees,
if any): ALL PARTS TO BE RETURNED FOR CREDIT MUST COME BACK
IN SALEABLE CONDITION. BOXED MERCHANDISE MUST COME
BACK WITH BOX INTACT.

Dollar value of parts bid in
stock (related to this bid): \$ 45,000.00

____ F.O.B. Destination ____ ☒ Yes ____ No
(Unless special ordered with Air Freight Approval)

Federal Tax ID Number: #58-0254510

Terms: 2% 10 net 15

Federal Tax ID Number: 58-0254510

Telephone Number: 602/269-3433

Fax Number: 602/415-3100

Contact Person: FRED LYDDON

Vendor Number: 580254510 A

Contract Period: To cover the period ending September 30, 2002.

OUTBOARD MARINE CORPORATION, 200 SEA HORSE DRIVE, WAUKEGAN, IL 60085-6200

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN. ☒ YES ☐ NO

I. PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND ACCESSORIES, in accordance with attached specifications.

*Items listed below are for pricing comparison reasons, not specific award.
All prices stated below shall be in full agreement with catalog/price listing offered.*

<u>*DESCRIPTION</u>	<u>PART #</u>	<u>PRICE/EA.</u>
1. ELECTRICAL CONNECTOR KIT (O.M.C. #507197)	<u>507197</u>	<u>\$ 63.00</u>
2. GALLON HI-VIS GEARCASE LUBE	<u>772085</u>	<u>\$ 17.00</u>
3. VRO PUMP (O.M.C. #438400)	<u>438400</u>	<u>\$135.00</u>
4. STAINLESS STEEL PROPELLERS 14-3/4" 19 PITCH	<u>176617</u>	<u>\$269.00</u>
5. ALUMINUM PROPELLERS 14-3/4" 19 PITCH	<u>391201</u>	<u>\$ 93.00</u>
11. PADDLES 5' (O.M.C. #3050134)	<u>3050134</u>	<u>\$ 8.00</u>

BLANKET PRICING: Bidder(s) shall submit with their bid response manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE CATALOG DESIGNATION</u>	<u>NEW?</u>	<u>DATE</u>	<u>PRICE COLUMN TO BE USED</u>	<u>ADDITIONAL DISCOUNT</u>
O.M.C	<u>YES</u>	<u>5/26/00</u>	<u>SEE ATTACHED GOVERNMENT PRICE LIST</u>	<u>20% TO 37% OFF 5/26/00 PRICE LIST</u>

Business hours: 8:00 am to 4:30 pm Indicate hours of delivery: _____ to _____

Warranty: (explain, 90 days
min.):

2 YEARS WARRANTY ON OUTBOARD MOTORS

Federal Tax ID Number: 36-1589715

Contract Period: To cover the period ending September 30, 2002.

SETH SMITH PROPELLERS, 2136 E INDIAN SCHOOL, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO 2 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN. X YES NO

I. PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

BOAT AND PERSONAL WATERCRAFT PARTS/SUPPLIES AND ACCESSORIES, in accordance with attached specifications.

*Items listed below are for pricing comparison reasons, not specific award.
All prices stated below shall be in full agreement with catalog/price listing offered.*

Business hours: 8 am to 5 pm Indicate hours of delivery: 8 am to 5 pm

Overtime (define): NO

Number of deliveries per day: 1

Minimum order for delivery
(if any): NO

Additional services offered
(define): * PROPELLER REPAIR – SKEG REPAIR- PROP SHAFT
 STUAIGHTENING – ALUMINUM AND STAINLESS STEEL
 WELDING – JET SKI PROP REPAIR.

Warranty: (explain, 90 days
min.): 90 DAYS

Return Parts Policy: (explain
all terms, conditions, fees,
if any):

*** PRICE SHEET ATTACHED**

Federal Tax ID Number: 86-0616934

Contract Period: To cover the period ending September 30, 2002.